

MEIR AUSTRALIA (UK) LIMITED
WARRANTY, TERMS & CONDITIONS

Meir Australia (UK) Limited, registered in England and Wales with Company Number 10677200, VAT number 265307603

INTRODUCTION

Warranties and terms and conditions can be lengthy in nature and unfortunately ours are no different, however we have provided a quick summary of our basic warranty, returns policy and refunds below, followed by the extensive (lawyer written) document below.

Primarily, we look at each return, warranty, or refund in a fair manner. We put ourselves in your position and ask the question “what would we expect if it was us in the situation” and our staff are all trained to appreciate that buying tapware on-line is a new concept so having a great returns policy is the least we can do.

If you change your mind:

Our returns policy is simple. Once you receive your order, if for any reason you’d like to return part or all your order, simply send the items back to us (in unused and original condition) for a refund or store credit (including any postage costs up to the amount of our standard postage charge). We will try to sell the products to someone else, so if they arrive back to us in used or in poor condition, we don’t have much use for them and this may affect the ability for you to receive a full refund or credit.

This return is classified as a “change of mind” and you must notify us of your cancellation of the contract within 14 days of receiving your order. You must return any items received within 14 days of telling us you wish to cancel the contract (we don’t have to receive them in 14 days, but you must show proof that they have left you within this period). After the 14-day cancellation, you do not have an automatic right to cancel the contract: the returns policy is then limited to a store credit only and is subject to our approval on a case by case basis.

This right to return if you change your mind does not apply to any products that are made-to-order, specially manufactured, machined, custom-made or cut to size.

If something goes wrong:

Either once you receive your order or once a product has been installed (but within the warranty period), our customer service team will work closely with you to ensure that you receive (at your choice) a full refund or the solution offered by our applicable warranty (see **Part C** below). We will also refund you the return postage costs for faulty products (or we will arrange a courier) so you’re not left out of pocket.

This is assuming that the item has failed due to a product defect. If the fault is caused by misuse, general wear and tear or use contrary to our instructions, you may be subject to repair or exchange costs including delivery fees and return postage costs.

Basically, if something has gone wrong when it shouldn’t have, we’ve got you covered but if it’s legitimately not a product fault then we will still try to provide a fair and reasonable result – this could be a discount on a replacement item or a store credit for future orders for example; but either way, we are real people and we are here to help.

Our Terms:

We are Meir Australia (UK) Limited, a limited company registered in England and Wales with Company No. 10677200, whose registered office is at 71 Queen Victoria Street, London, United Kingdom, EC4V 4BE (referred to as “**Seller**”, “**we**”, “**us**” or “**our**”). Our VAT number is 265307603.

These terms and conditions (“**Terms**”) apply to all sales of products and quotations (verbal, electronic or written) made by us or an authorised distributor or agent. **Please read these terms carefully before you submit your order to us.**

These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss them.

Are you a business customer or a consumer?

In some areas, you will have different rights under these Terms depending on whether you are a business or consumer. You are a **consumer** if:

- you are an individual; and
- you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

You can obtain further information about your legal rights as a consumer by contacting the Citizens Advice Bureau (<https://www.citizensadvice.org.uk/> or call 03454 04 05 06).

For ease of reference these terms are structured in the following parts:

	Introduction
Part A	General terms and conditions

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- Part B Special terms: consumer rights for faulty products
- Part C Special terms: warranty for consumers and business customers
- Part D Special terms: consumer right of cancellation for telephone/online sales

PART A: GENERAL TERMS AND CONDITIONS

1 Interpretation

1.1 In these conditions, unless the context otherwise requires:

1.1.1 “**Buyer**” or “**you**” means the person, organisation or entity that purchases products or related services from us as named in the Sales Invoice Form or Quotation.

1.1.2 “**Quotation**” means the form of quotation submitted by the Seller or authorised agent; to the Buyer.

1.1.3 “**Sales Invoice Form**” means the document called the sales invoice form issued by the Seller or authorised agent; to the Buyer.

2 Our agreement with you

2.1 In submitting an order, you accept these Terms. These Terms may be amended from time to time, without prior notice. We recommend that you check the current Terms before purchase as your purchase from us following any such amendments will be deemed to be confirmation that you accept those amendments.

2.2 To avoid any misunderstanding between you and us, any additional terms or information, for example, regarding manufacturing production time, transit time, additional and or separate transit costs or special requirements should be agreed with us in writing.

2.3 It is your responsibility to check your order details, including product and pricing, before you complete your order.

2.4 Our acceptance of your order will take place when we give you an order number (or when we deliver the product, if this is earlier), at which point an agreement comes into existence between you and us.

3 Quotations

3.1 A Quotation is not an offer. A Quotation shall be valid for a period of 30 days from date of issue unless specified otherwise.

3.2 An order placed by the Buyer pursuant to a Quotation is not binding on the Seller (including any purported variation to these Terms and Conditions contained in that order) unless and until such order and such conditions are accepted in writing by the Seller in the form of an invoice with an order number.

4 Availability and Cancellation by us

4.1 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4.2 If, after we accept your order, there is a considerable delay in dispatching your order when it was not known upon the time an order was placed, or if for any reason, we cannot supply a product you have ordered, we will contact you using the contact details provided by you when you placed the order. You can choose to cancel the order or place your order on backorder where products will be dispatched when they are available.

4.3 We reserve the right to refuse supply of the products ordered by you, terminate your account and/or terminate our contract with you if you break this contract.

5 Our products

5.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device’s display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

5.2 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.

5.3 As the products are the subject of continuous evaluation and the production methods do change the Seller reserves the right to change without notice the construction, design, dimension, and performance data of the products. **If you are a consumer** and the change is more than a minor technical

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adjustment or improvement (and is not required to reflect changes in law), we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6 Price and payments

- 6.1 The price for the products will be set out online and/or in the Quotation or Sales Invoice Form (as applicable). However, between the date of order and delivery if there is an increase in the cost to the Seller of supplying the products which is beyond the control of the Seller, then the price will be increased accordingly. **If you are a consumer**, we will contact you using the contact details provided by you when you placed the order and you can choose to cancel the order or pay the increased price.
- 6.2 All products sold, with the exception of VAT exempt products, will be subject to VAT, which will be set out on our invoices and will be payable by you.
- 6.3 All amounts are in pounds sterling unless specified.
- 6.4 A non-refundable deposit payment of 50% of the total order value is required to begin production of products which are made-to-order, specially manufactured, machined, custom-made or cut to size. The remaining balance is due before delivery of the ordered products, as specified on the applicable invoice.
- 6.5 You must pay for the order using bank deposit only. You must not pay, or attempt to pay, for an order through fraudulent or unlawful means. If your payment is not able to be processed successfully then your order may be cancelled.
- 6.6 For any accounts in default, a STOP CREDIT will be imposed automatically.
- 6.7 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. If amounts owing are unpaid for 30 days after payment is due, we have the right to engage debt collection services for the collection of unpaid and undisputed debt, and the right to commence legal proceedings for any outstanding amounts owed to us.

7 Credit Enquiries

- 7.1 By agreeing to these terms, you provide your authority for the Seller to make enquiries of whoever is deemed necessary for assessing the application for credit and provide your authority for any third party giving the information to the Seller to do so without restriction.

8 Delivery

- 8.1 We will specify the method of and the date of delivery. We may deliver the products via a range of delivery methods.
- 8.2 Deliveries may be required to be signed for. If neither you nor your authorised representative is at the delivery address to take delivery, you will be notified, generally by the delivery company leaving a card with contact details so that you can arrange another delivery time and date. After a failed delivery to you, we may charge you for storage costs and any further delivery costs.
- 8.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 8.4 **This paragraph 8.4 only applies if you are a business customer.** Unless agreed to the contrary in writing, the Seller reserves the right to make part deliveries of any order. Failure to make delivery of the total order shall not invalidate the sale. Where delivery is affected by part delivering the products the Seller shall be entitled to invoice the customer for the products delivered. The Buyer shall be responsible for and shall indemnify the Seller for loss of or damage to the products from the time of delivery until paid for in full.
- 8.5 You will become responsible for the products from the time we deliver the product to the address you gave us. Risk of loss, damage or deterioration to any products will therefore pass to you on delivery.
- 8.6 You own a product (title passes) once the product is delivered and full payment has been processed by us. If your payment is declined for any reason we reserve the right to reclaim the products from your possession, custody or control even if they have been delivered to you or moved from the delivery address. We reserve the right to keep or sell the products.

9 Intellectual Property

- 9.1 In these Terms, “**Intellectual Property**” includes but is not limited to:
- 9.1.1 all present and future rights to intellectual property including inventions and improvements, trademarks (whether registered or common law trade marks), patents, designs, copyright, any corresponding property rights under the laws of any authority;

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9.1.2 all rights in respect of an invention, discovery, trade secret, secret process, knowledge, concept, idea, information, process, data, formula, or work product; and

9.1.3 all work product developed in whole or in part by us.

9.2 We own all Intellectual Property rights in our website, business, products and branding, as between us and you. The products contain material which is owned by or licensed to us and is protected by Australian and international laws ("Materials"). We own the copyright which subsists in all creative and literary works incorporated into our Materials.

10 Our liability to you

Please also see Part B and Part C of these Terms for details of your rights in relation to faulty products.

10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

10.2 **If you are a consumer**, we only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.3 **If you are a business customer**, subject to paragraph 10.4:

10.3.1 our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the total price paid by you for goods and services under the contract; and

10.3.2 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for any loss of profit, business, anticipated savings, data, business opportunity or goodwill (in each case whether direct or indirect), or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, even if foreseeable, howsoever caused, arising or in connection with the contract.

10.4 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability which we cannot lawfully limit or exclude, or affects your statutory rights if you are a consumer.

10.5 **If you are a business customer**, to the extent permitted by law, we exclude all express or implied representations, conditions, guarantees and terms relating to the products and services and the contract, except those expressly set out in the contract.

11 Your rights to end the contract

11.1 **You may have a right to cancel the contract within 14 days of delivery under Part D (if you are a consumer) or return the product, if it is faulty, under Part B or C.** If not:

11.1.1 if you wish to end the contract prior to delivery, you must provide notice to the Seller in writing not later than two (2) days prior to the estimated date of delivery by the Seller. You will forfeit all deposits paid and we will refund the difference of the total contract amount and the deposit amount to the Buyer within 90 days via EFT bank transfer. We may also deduct any loss, damage or expense incurred by the Seller should the Buyer cancel any order or part of an order; or

11.1.2 the Seller will deal with each case on an individual basis and may offer a refund or store credit. However, products must be returned in the original packaging and in an unused condition with all parts and pieces and refunds will not include any costs associated with the original delivery. In any event, credit or exchanges will not be permitted after 30 days from delivery date and the Seller will not accept for return any product that has been used, connected, installed, attempted to be connected or installed, or if your product is custom-made product.

11.2 **In any event (notwithstanding the above), products which are made-to-order, specially manufactured, machined, custom-made or cut to size are not returnable.**

12 Contact Us

12.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our products, please contact us at Meir Australia (UK) Limited c/- Saffery Champness, 71 Queen Victoria Street, London, United Kingdom EC4V 4BE (telephone number 020 3468 1556 and email uk@meir.com.au

12.2 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

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13 **Disputes**

- 13.1 If there is a dispute between us and you in relation to these Terms, **if you are a consumer**, we would encourage you to discuss with us any dispute arising out of or relating to these Terms, prior to resorting to an external dispute resolution process or the courts. Please notify us in writing of any dispute you may have. In addition, please note that disputes may be submitted to the [European Commission online dispute resolution](#) platform for online resolution by an independent body (without having to go to court).
- 13.2 If you are a **business customer**, you agree to the following dispute resolution procedure:
- 13.2.1 the complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The parties agree to meet in good faith to seek to resolve the dispute by agreement between them ("**Initial Meeting**");
- 13.2.2 if the parties cannot agree how to resolve the dispute at the Initial Meeting, any party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of England and Wales to appoint a mediator. The mediator will decide the time and place for mediation. The parties must attend the mediation in good faith, to seek to resolve the dispute.
- 13.2.3 any attempts made by the parties to resolve a dispute pursuant to this paragraph are without prejudice to other rights or entitlements of the parties under these Terms, by law or in equity.

14 **Other important terms**

- 14.1 We agree to comply with the legal requirements of the UK Data Protection Act 1998 (and the General Data Protection Regulation (EU) 2016/679 once it is in force), the Australian Privacy Principles as set out in the Privacy Act 1988 (CT) and any other applicable legislation or privacy guidelines.
- 14.2 While we endeavour to keep the information on our website (www.meirblack.co.uk) up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- 14.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.5 We will not be liable to you for any failure or delay in performing the contract if such failure or delay is due to circumstances beyond our reasonable control.
- 14.6 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, **if you are a consumer**, you may transfer the Warranty to a person who has acquired the product.
- 14.7 Nobody else has any rights under this contract. This contract is between you and us. No other person will have any rights to enforce any of its terms.
- 14.8 These terms and any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims) are governed by English law and you can bring legal proceedings in respect of the products in the courts of England and Wales. **If you are a consumer** and:
- 14.8.1 live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts; or
- 14.8.2 live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 14.9 **If you are a business customer**, any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email, or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
- 14.10 **If you are a business customer**, these Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms (including any representations in relation to the suitability for any purpose of the products) and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.
- 14.11 **If you are a consumer**: to avoid any misunderstanding between you and us, please ensure that any additional terms agreed with us are put in writing.

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PART B - SPECIAL TERMS: CONSUMER RIGHTS FOR FAULTY PRODUCTS

This Part B applies if you are a consumer.

15 Your rights as a consumer: quality of goods

- 15.1** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these Terms will affect your legal rights. In particular, any products we supply to you must correspond with their description, must be of satisfactory quality, and must be fit for their intended purpose. During the expected lifespan of the products, you are entitled to the following:

up to 30 days	If your products are faulty, you can get a refund.
up to 6 months	If the products can't be repaired or replaced, then you're entitled to a full refund in most cases.
up to 10 years	If the products do not last a reasonable length of time you may be entitled to some money back.

- 15.2 If you wish to exercise your legal rights to reject products, please contact us to let us know.

16 Your rights as a consumer: quality of services

- 16.1 You can ask us to repeat or fix the services if they are not carried out with reasonable care and skill, or get some money back if we can't fix the issue.
- 16.2 If we haven't told you how much the services will cost up-front, the price we ask you to pay for the services has to be reasonable.
- 16.3 If we haven't agreed with you the date by when we will provide the services, we must carry these out within a reasonable time.

PART C - SPECIAL TERMS: WARRANTY FOR CONSUMERS AND BUSINESS CUSTOMERS

17 Warranty

- 17.1 The products are intended for use only in the UK. We do not warrant that the products comply with the laws, regulations or standards outside the UK.
- 17.2 We offer a different warranty depending on whether the product is to be installed in a residential building, commercial building or an industrial building (see the three tables below). If you are a consumer, your product will be installed in a residential building.
- 17.3 We provide a warranty that, subject to clause 17.4 and 17.5, on delivery and for the period set out in the relevant table below, the products shall:
- 17.3.1 conform with their description;
- 17.3.2 be free from material defects in design, material and workmanship;
- 17.3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 17.3.4 **if you are a consumer**, be fit for any purpose held out by us,
- (the "Warranty").
- 17.4 Subject to paragraph 17.5, if:
- 17.4.1 you give us notice in writing within a reasonable time of discovery that some or all of the products do not comply with the Warranty;
- 17.4.2 we are given a reasonable opportunity of examining the products; and
- 17.4.3 if we ask you to do so, you return the products to us at our cost,
- we will provide the remedy set out in the relevant table below.

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- 17.5 **EXCLUSIONS - WE WILL NOT BE LIABLE FOR BREACH OF THE WARRANTY IF:**
- 17.5.1 you make any further use of the products after giving notice to us of the defect;
- 17.5.2 the defect arises as a result of us following any drawing, design or specification supplied by you;
- 17.5.3 you alter or repair the products without our written consent;
- 17.5.4 the defect arises as a result of normal and fair wear and tear, willful damage, negligence misuse, abuse, mishap or abnormal storage or working conditions including storage or working conditions which do not comply with our instructions;
- 17.5.5 the products differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
- 17.5.6 to the extent that the defect arises as a result of failure to observe the following requirements:
- (i) MAXIMUM Temperature: 75 degrees & Pressure: 500kPa or 5 BAR;
 - (ii) MINIMUM Temperature: 3 degrees & Pressure: 150kPa (300kPa for Diverter mixers);
 - (iii) AS/NSZ 3500.1-2003 (Clause 3.3.4) specifies 500kPa maximum water supply pressure at any outlet within a building for new installations; and
 - (iv) inability of use when installed in gravity-fed water systems, instantaneous hot water systems or when the pressure supply is less than 150kPa;
- 17.5.7 to the extent that the defect arises as a result of failure to comply with the following care and cleaning instructions:
- (i) do not install tapware using any form of acetone silicones;
 - (ii) do not apply physical items (such as tools) directly to the product;
 - (iii) never use detergents, citrus based cleaners, or abrasive cleaners and do not use undue pressure;
 - (iv) where your tapware remains dry in use, a soft cloth can be used to remove surface dust. Alternatively, a wipe over with warm soapy water is all that is required to maintain the finish in perfect condition for a lifetime of use;
 - (v) use of wax based furniture cream should be avoided as these can result in a build-up of deposits, which could detract from the appearance; or
- 17.5.8 the defect arises as a result of any of the following reasons:
- (i) exposure to excessive moisture derived from lack of ventilation;
 - (ii) products used for incorrect applications;
 - (iii) products not installed by a licensed tradesperson, failure to follow installation instructions or damage which arise from or during installation;
 - (iv) products not installed to relevant national standards or laws or in accordance with the installation instructions;
 - (v) products exposed to extreme, unusual or outdoor environmental elements;
 - (vi) tapware exposed to water pressures and or temperatures that exceed stated limitations;
 - (vii) scratches caused by applying physical items directly to the product will not be warranted;
 - (viii) isolation stop taps were not fitted where required;

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- (ix) fitting of other devices to the outlet of tapware, e.g. Water filters or regulators that are not approved by the Seller;
- (x) flow regulated check valves not installed where required or obstructions caused by inadequate flushing before use;
- (xi) services repairs or with non-standard replacement parts previously undertaken without the Seller's approval;
- (xii) damage by adhesives, sealants, corrosives etc. or failure to comply with care and cleaning instructions;
- (xiii) failure to clean and or replace outlet aerator inserts within 18 (eighteen) months;
- (xiv) repair or replacement of Jumper Valves, O-rings, washers, or Aerator Inserts; or

17.5.9 if you are unable to provide proof of purchase.

17.6 These Terms also apply to any repaired or replacement products supplied by us to you.

17.7 **If you are a business customer:** we will only be liable to you for the products' failure to comply with the Warranty to the extent set out in this paragraph 17 and the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

Warranty 1: residential building warranty

This warranty applies if the products will be installed in a "residential building" which means a building that is for residential use or a permanent residence; such as an apartment or house.

These terms reflect the goodwill guarantee offered by us to our UK consumer customers for the use of our products in residential buildings (as defined below). This is more generous than your legal rights because the right to a replacement lasts longer and, in some cases, the warranty covers labour. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see Part B above)

ITEM	PERIOD (YEARS)	INFORMATION	Exclusion (see full description below)
Tapware	10	10 year replacement product or parts	1
		7 year cartridge replacement	N/A
		1 year labour	2
Showers	10	10 year replacement product or parts	3
		7 year cartridge replacement	N/A
		1 year labour	2
Mixers	10	10 year replacement product or parts	N/A
		7 year cartridge replacement	N/A
		1 year labour	2
Accessories	5	5 year replacement product or parts	N/A

Exclusions

1 – Ceramic disc spindles; 1 year parts only.

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2 –Where a product is covered under a “parts and labour” warranty, the warranty covers the repair or replacement of the defective part and the installation of that part. Where a product is covered under a “parts only” warranty, the warranty covers only the repair or replacement of the defective part and does not include any service work or the removal of defective part(s) or the installation of repaired or replaced part(s).

3 – Excludes shower hose connections and areas with direct brass connectivity.

Warranty 2: Commercial building warranty

This warranty applies if the product will be installed in a “commercial building” which means a building that is used for commercial use (but is not an industrial building as defined in Warranty 3 below); such as an office or hotel.

ITEM	PERIOD (YEARS)	INFORMATION	Exclusions (see full description below)
All products	1	1 year replacement parts and labour	1

1 - Where a product is covered under a “parts and labour” warranty, the warranty covers the repair or replacement of the defective part and the installation of that part.

Warranty 3: Industrial building warranty

This warranty applies if the product will be installed in an “industrial building” which means a building that is used for industrial use; such as warehousing.

ITEM	PERIOD (YEARS)	INFORMATION	Exclusions (see full description below)
All products	1	1 year replacement parts only	1

1- Where a product is covered under a “parts only” warranty, the warranty covers only the repair or replacement of the defective part and does not include any service work or the removal of defective part(s) or the installation of repaired or replaced part(s).

18 Repair, replacement, refund, or exchange process

- 18.1 To make a claim under the Warranty, the Buyer must follow the process set out in this paragraph 18.
- 18.2 You must contact the Seller on uk@meir.com.au or an authorised agent by supplying your proof of purchase, tradesperson installation documents, a description of the fault and if possible, any photos of the products.
- 18.3 Buyers must provide a proof of purchase to the Seller or authorised agent from whom the product was purchased. An inability to provide proof of purchase or equivalent documentation will void the warranty.
- 18.4 The Seller or an authorised member may request you to supply the physical product for assessment to identify the cause of the defect.
- 18.5 Where the warranty claim is deemed valid, the Seller will replace or repair the product (as applicable).
- 18.6 If a warranty claim is invalid or dishonest in nature, the Seller has the right to charge the customer for fees associated with evaluating the product’s cause of defect and retain the product until such fees are paid in full. In the event of a successful warranty claim, the Seller will pay any return delivery costs.
- 18.7 Warranty works are conducted by an authorised or approved service supplier.
- 18.8 Where no authorised service providers are available, the Buyer is required to identify and engage a service provider within 10km of the location. Service provider visits and work should only be conducted during business hours and with no excess or premium charges. Any fees resulting from service conducted outside of business hours will be payable by the customer.
- 18.9 The Buyer must grant easy access to the service provider for the duration of the visit.
- 18.10 If you are entitled to a refund, we will only give you the refund once we receive evidence of faulty product, or we have received the product at our warehouse and inspected it and assessed whether it is eligible for a refund under the Terms. Any refund we make will be by the same payment method used to purchase the product where possible.

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- 18.11 The relevant invoice number should be quoted when returning products for credit, exchange, or refund.
- 18.12 You must adequately package any product you are returning for our collection to ensure that it is not damaged during return delivery.
- 18.13 You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.

19 End Customers

- 19.1 The Buyer acknowledges and agrees that the Seller is under no obligation to replace, repair the products or compensate the customer of the Buyer unless it is required to do so by law or it is provided for within the terms and conditions of the Warranty.
- 19.2 The Buyer shall not remove any conditions of warranty from any packaging and shall not make any representation to any consumer regarding the purpose, performance or durability of the products which is inconsistent with the Warranty in paragraph 17 without the Sellers express written consent, or which breaches consumer law.

PART C - SPECIAL TERMS: CONSUMER RIGHT OF CANCELLATION FOR TELEPHONE/ ONLINE SALES

You have a legal right to end the contract within a cooling off period if you purchase products as a consumer. We have set out details of this right of cancellation below. You can obtain further information about these legal rights by contacting the Citizens Advice Bureau (<https://www.citizensadvice.org.uk/> or call 03454 04 05 06).

The following paragraphs 20 to 23 apply only if you are a consumer purchasing products online or over the telephone.

20 Your rights as a consumer: your right to cancel

- 20.1 As a consumer, you have the right to cancel your order with us for any reason (including if you change your mind) during a 14-day cancellation period ("**cancellation period**"), which will start depending on what you have bought through our website or over the telephone (more details are set out below). This right to cancel will expire at the end of the cancellation period.
- 20.2 To cancel your order, you must clearly inform us of your decision to cancel before the cancellation period has expired. You may do this by telephone or by sending to us a letter or e-mail using the contact details in paragraph 12 "contact us" above. You may use the model cancellation form at the end of these terms to notify us of your decision to cancel by letter or e-mail, but you do not have to.
- 20.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. We do not have to have received it before the expiry of the cancellation period.
- 20.4 Please bear in mind paragraph 23 below which sets out when you may lose your right to cancel.

21 Your rights as a consumer: cancellation periods

- 21.1 If you wish to cancel an order for products, the cancellation period ends 14 days after the day on which you receive the products, or, if you have ordered multiple products or lots/pieces (other than a regular delivery for products), 14 days after the day on which you receive the last of the products. **You will not have a right to cancel where the products have been made to your specification or personalised.**
- 21.2 Where the cancellation period would normally end on a day which is a Saturday, Sunday or a public holiday, the cancellation period will be extended so that it ends on our next working day.

22 Your rights as a consumer: effects of cancellation

- 22.1 If you cancel your order we will reimburse all payments received from you, including any delivery charges, subject to the following:
- 22.1.1 if you cancel an order for products, you must return the products to us. The cost of returning the products must be paid by you. You must send us the products without undue delay and, in any event, within 14 days of telling us you wish to end the contract. otherwise we may refuse to reimburse you;
- 22.1.2 if any products returned to us have been used or damaged or if you otherwise handle the products in a way which would not be permitted in a shop, we may deduct an amount equal to the loss in value of the products. In some cases, the amount deducted may be equal to the full price of the products. We will not normally deduct

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any sums for damage caused to the outer layer of packaging where it was necessary for you to open the packaging in order to check the products;

- 22.1.3 if we have reimbursed you following a cancelled order for products and we later discover that the products have been used or damaged, we may require you to pay us an amount equal to the loss in value of the products; and
- 22.1.4 if you selected a method of delivery other than standard delivery, and this cost more than the standard delivery, we will not reimburse the additional sum we charged you for this method of delivery.
- 22.2 Where you have cancelled an order for products we will reimburse you as soon as we can, and in any event no later than 14 calendar days after the date on which we receive the products from you or, if earlier, the day on which you provide us with evidence that you have sent the products back to us.
- 22.3 Where you have cancelled an order for services we will reimburse you as soon as we can, and in any event no later than 14 calendar days after the day on which you inform us of your decision to cancel the order (or, if you are returning the products, the day on which we receive the products or (if sooner) proof you have returned them).
- 22.4 We will reimburse you using the same means of payment you used for the initial transaction, unless you have expressly agreed otherwise. We will not charge you any fees for reimbursement.
- 22.5 If you wish to cancel part of an order, this may result in the cancellation of the entire contract unless we agree otherwise.
- 23 Your rights as a consumer: when you will lose your right to cancel**
- 23.1 You will lose your right to cancel your order if you have opened the packaging of products which were sealed for health protection or hygiene reasons or **if the goods become mixed inseparably with other items after delivery.**

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Model cancellation form

To:

Meir Australia (UK) Ltd
C\ Saffery CHampness
Queen Victoria Street
London
EC4V 4BE

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following [goods/services],

Ordered on

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate.